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CARRIE C. HUTCHINSON

**UNITED STATES DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF CALIFORNIA**

CARRIE C. HUTCHINSON, an  
individual,

Plaintiff,

vs.

JOSÉ I. RODRIGUEZ, an  
individual; KENDALL/HUNT  
PUBLISHING COMPANY, an  
Iowa corporation; and DOES 1-10,

Defendants.

**CASE NO. 2:22-cv-03717**

**COMPLAINT FOR:**

**(1) COPYRIGHT INFRINGEMENT  
(17 U.S.C. § 501 et seq.);**

**(2) CONTRIBUTORY COPYRIGHT  
INFRINGEMENT; AND**

**(3) VICARIOUS COPYRIGHT  
INFRINGEMENT**

**INTRODUCTION**

This action is filed under 17 U.S.C. § 501 et seq. by Plaintiff CARRIE C. HUTCHINSON to recover damages for infringement of her registered copyrights in two texts in the field of interpersonal communication, by Defendants JOSE I. RODRIGUEZ, KENDALL/HUNT PUBLISHING COMPANY and DOES 1-10, as well as to enjoin the publication and distribution of infringing works.

**PARTIES**

1  
2 1. Plaintiff CARRIE C. HUTCHINSON is an individual residing in  
3 Santa Barbara County, California. She is a tenured professor of communication at  
4 Santa Barbara City College in Santa Barbara, California, and an author of  
5 numerous copyrighted works in the communication field.

6 2. On information and belief, Defendant JOSE I. RODRIGUEZ  
7 (“Rodriguez”) is an individual residing in Los Angeles County, California, and is  
8 a professor of communication at California State University at Long Beach in  
9 Long Beach, California.

10 3. On information and belief, Defendant KENDALL/HUNT  
11 PUBLISHING COMPANY (“KENDALL HUNT”) is an Iowa corporation  
12 registered with the California Secretary of State, and having its principal place of  
13 business at 4050 Westmark Dr., Dubuque, IA 52002. It is a well-known publisher  
14 of college-level academic textbooks.

15 4. The true names and capacities of the Defendants named herein as  
16 DOES 1 through 10, whether individual, corporate, associate, or otherwise, are  
17 unknown to Plaintiff, who therefore sues said Defendants by said fictitious names.  
18 Plaintiff is informed and believes, and thereon alleges, that each of the Defendants  
19 designated herein as DOE is legally responsible for the events and happenings  
20 hereinafter alleged and legally caused injury and damages proximately thereby to  
21 Plaintiff as alleged herein. Plaintiff will seek leave to amend the Complaint when  
22 the true names and capacities of said DOE defendants have been ascertained.

23 5. Plaintiff is informed and believes, and on that basis alleges, that each  
24 of the Defendants participated in and is in some manner responsible for the acts  
25 described in these Counterclaims and any damages resulting therefrom.

26 6. Plaintiff is informed and believes, and on that basis alleges, that each  
27 of RODRIGUEZ, KENDALL HUNT, and DOES 1 through 10 was empowered to  
28 act as the agent, servant and/or employees of each other, and that all the acts

1 alleged to have been done by each of them were authorized, approved and/or  
 2 ratified by each of them.

### 3 **JURISDICTION AND VENUE**

4 7. This Court has original jurisdiction over this action under 17 U.S.C. §  
 5 501 et seq. and 28 U.S.C. §§ 1331, and 1338(a).

6 8. This Court has jurisdiction over Defendant RODRIGUEZ because,  
 7 *inter alia*, he is a resident of this district, he has purposefully availed itself of the  
 8 benefits and protections of the laws of the State of California by filing a complaint  
 9 alleging state law claims against Plaintiff in this district, and he has voluntarily  
 10 subjected himself to the Court's jurisdiction by filing a complaint against Plaintiff  
 11 in this district.

12 9. This Court has jurisdiction over Defendant KENDALL HUNT  
 13 because it has purposefully availed itself of the benefits and protections of the  
 14 laws of the State of California by conducting business systematically and  
 15 continuously in this district, including by entering into academic publishing  
 16 contracts with RODRIGUEZ and other residents of this judicial district, and by,  
 17 on information and belief, engaging in widespread sales of goods to, and  
 18 solicitation of business with residents of this district.

19 10. Venue in this judicial district is proper in this District under 28 U.S.C  
 20 § 1391(b) in that a substantial part of the events giving rise to the within claims  
 21 occurred herein, and under U.S.C § 1400(a) in that it is a judicial district in which  
 22 Defendants have committed acts of copyright infringement and had a regular and  
 23 established place of business.

### 24 **FACTUAL ALLEGATIONS**

25 11. Plaintiff is the sole author of a copyrighted work entitled *Two to*  
 26 *Tango: Understanding and Applying Theories of Interpersonal Communication*  
 27 (hereinafter "*TTT: Understanding*"). Hutchinson authored *TTT: Understanding* in  
 28 2008 under her maiden name "Carrie Cropley," and first published *TTT*:

1 *Understanding* on or about August 18, 2008. She registered her copyright in *TTT*:  
2 *Understanding* in her own name on or about July 1, 2010, obtaining the  
3 registration number TX0007416073. A copy of the *TTT: Understanding* copyright  
4 registration notice is attached hereto as Exhibit “A.”

5 12. Plaintiff is also the sole author, as “Carrie Cropley Hutchinson,” of a  
6 separate and independent copyrighted work entitled *Interpersonal*  
7 *Communication: Navigating Relationships in a Changing World* (hereinafter  
8 “*ICNR*”). Plaintiff created *ICNR* in 2010, and published it on August 2, 2010. She  
9 registered her copyright in *ICNR* on or about December 11, 2010, obtaining the  
10 registration number TX0007365987. A copy of the copyright registration notice  
11 for *ICNR* is attached hereto as Exhibit “B.” *ICNR* is still in print, and is currently  
12 being sold to Plaintiff’s students.

13 13. On or about October 21, 2009, Plaintiff entered into a contract with  
14 Gerald Baydo, an individual d/b/a “National Social Sciences Press” (hereinafter  
15 “*NSSP*”), for the publication of *TTT: Understanding*, defined in the contract as the  
16 “Work.” A copy of the publishing contract entered into by Plaintiff and *NSSP* (the  
17 “*NSSP Contract*”) is attached as Exhibit “C.”

18 14. Section 1.3 of the *NSSP Contract* provided in relevant part that “[t]he  
19 copyright in the Work shall remain the property of the Author,” and that “the  
20 Publisher shall ensure that all versions of the Work published by the Publisher  
21 shall . . . carry in the preliminary pages of the Work the copyright symbol together  
22 with the name of the Author (or as the Author directs) and year of first publication  
23 of the Work.”

24 15. In 2009, *NSSP* published and sold *TTT: Understanding* in paperback  
25 and digital format, with “Carrie J. Cropley” listed as author. Both the paperback  
26 and digital versions of *TTT: Understanding* had an orange cover. In violation of  
27 Section 1.3 of the *NSSP Contract*, the copyright notice for *TTT: Understanding*  
28 listed *NSSP* after the copyright symbol instead of Plaintiff.

1 16. Section 9 of the NSSP Contract provided as follows:

2 Author agrees to edit and revise every subsequent edition of the Work if  
3 and when requested in writing by the Publisher to do so and from time to  
4 time to supply any new matter that may be necessary to keep the Work up  
5 to date. Such revisions or changes shall be considered as part of the original  
6 Work.

7 If the Author is unwilling, unable or for any reason fails to carry out the  
8 required revisions, the Publisher may arrange for a competent third party to  
9 do so after consultation with the Author and any fees or royalties payable to  
10 such third party shall be deducted from monies due to the Author. The  
11 Publisher shall be entitled to continue to use the name of the Author in  
12 respect of the revised Work with reference as appropriate to any such third  
13 party.

14 17. Due to his poor performance in publishing *TTT: Understanding*  
15 (including misattribution of the copyright, as noted above), Plaintiff told NSSP's  
16 principal Gerald Baydo in or around 2010 that she was unwilling to participate in  
17 updating *TTT: Understanding*. Paragraphs 18 to 31 below, describing events  
18 occurring after this notification, are alleged on information and belief:

19 18. Pursuant to Section 9 of the Contract, NSSP reached out to  
20 RODRIGUEZ—whose communication classes at Long Beach State, comprising  
21 hundreds of students, used *TTT: Understanding* as their assigned reading—and  
22 asked him to participate in updating *TTT: Understanding*. In return, NSSP agreed  
23 to list RODRIGUEZ as primary author of the updated work and to pay him a 25%  
24 royalty on sales, i.e., the vast majority of the 33% royalty share that Plaintiff was  
25 entitled to receive under the NSSP Contract.

26 19. When it hired RODRIGUEZ to update *TTT: Understanding* in or  
27 about 2011, NSSP gave RODRIGUEZ a CD of *TTT: Understanding*, and  
28 possibly the paperback as well, providing RODRIGUEZ with “access” thereto.

20. NSSP's update to *TTT: Understanding* was published in or around  
2011-2012, and was retitled *Two to Tango: Interpersonal Communication in*

1 *Everyday Living* (hereinafter “*TTT: Interpersonal*”). Unlike *TTT: Understanding*,  
2 which had an orange cover, *TTT: Interpersonal* had a purple cover, on both the  
3 paperback and CD versions.

4 21. The content of *TTT: Interpersonal* was substantially identical to that  
5 of *TTT: Understanding*. The only substantive difference was that *TTT:*  
6 *Interpersonal* added two new chapters to the ten chapters that had comprised *TTT:*  
7 *Understanding*. In other words, *TTT: Interpersonal* was a derivative work of *TTT:*  
8 *Understanding* that had a total of twelve chapters: (a) the ten chapters that had  
9 formed *TTT: Understanding*, which were carried over verbatim to *TTT:*  
10 *Interpersonal*, plus (b) two new chapters contributed by RODRIGUEZ.

11 22. Defendant was initially listed as sole author of *TTT: Interpersonal*, in  
12 violation of Plaintiff’s authorship attribution rights under the NSSP Contract.  
13 NSSP later changed the authorship attribution to “by Jose I. Rodriguez with  
14 Cynthia B. Johnson.” Ms. Johnson was an instructor at a different college who had  
15 also used *TTT: Understanding* in her classes. NSSP listed her as a contributing  
16 author at her request, in return for certain assistance she provided during the  
17 revision process.

18 23. In or around 2011, Plaintiff and NSSP became embroiled in a dispute  
19 over NSSP’s failure to pay or properly account for royalties on *TTT:*  
20 *Understanding*, as well as over its failure to provide appropriate authorship and  
21 copyright attribution in connection with *TTT: Interpersonal*. The dispute  
22 ultimately ended in an agreement in which, *inter alia*, (a) NSSP acknowledged  
23 that Plaintiff owned the copyright to *TTT: Interpersonal* and agreed to list her as  
24 such in the future, and (b) in return for monthly royalty payments to be made by  
25 NSSP, Plaintiff licensed to NSSP her copyright in *TTT: Understanding* in order to  
26 allow NSSP to continue to distribute *TTT: Interpersonal* up until the end of the  
27 spring 2014 academic term, at which point NSSP’s copyright license in *TTT:*  
28 *Understanding* terminated automatically.

1           24.     Additionally, in order to correct its failure to list Plaintiff as an author  
2 of *TTT: Interpersonal*, NSSP once again changed the authorship attribution, this  
3 time to “by Jose I. Rodriguez with Carrie Cropley Hutchinson.” A photocopy of  
4 the CD covers for *TTT: Understanding* and *TTT: Interpersonal*  
5 (Rodriguez/Hutchinson version) is attached as Exhibit “D.”

6           25.     The scheduled spring 2014 termination of NSSP’s copyright license  
7 in *TTT: Understanding*—that license being the only thing that allowed NSSP to  
8 distribute and sell its derivative work, *TTT: Interpersonal*—put RODRIGUEZ in a  
9 bind: He was using *TTT: Interpersonal* in his classes, and earning substantial  
10 royalties on it, but after the spring 2014 term he would no longer be able to assign  
11 it to his students, even though he was listed as primary author. He did not want to  
12 lose the royalty stream, nor did he want to disclose to his colleagues and students  
13 that he had not actually written the vast majority of “his” textbook. But at the  
14 same time, independently creating a full-length introductory college-level text on  
15 any subject is a major, time-intensive undertaking. RODRIGUEZ thus looked for  
16 a shortcut to solve his dilemma.

17           26.     His solution was to create a purportedly new and original text, to  
18 which he would claim sole authorship and exclusive copyright, by copying *TTT:*  
19 *Interpersonal*—verbatim as to his two chapters, and as to Plaintiff’s ten copyright-  
20 protected chapters, by making superficial changes or additions to the wording and  
21 sentence structure, while leaving the overall content, organization, tone and flow  
22 of Plaintiff’s text intact. This would be far less intellectually demanding and time-  
23 consuming for RODRIGUEZ than actually creating his own original work, while  
24 also ensuring that he would be familiar with the text when it came time to teach  
25 from it, and that he would not need to redesign his class curricula around a  
26 genuinely new text from a different author.

27           27.     RODRIGUEZ completed his “copying by paraphrasing” project in  
28 time for the fall 2014 school term, i.e., in the summer of 2014. He retitled his new



1 and “original” work *Interpersonal Communication for Contemporary Living*,  
2 (“*ICCL*”) and published it on August 1, 2014. He obtained a federal copyright  
3 registration for *ICCL* on February 9, 2015. (A copy of the copyright registration  
4 notice for *ICCL* is attached as Exhibit “E.”)

5 28. RODRIGUEZ registered *ICCL* with the Copyright Office in his name  
6 as sole and original author (i.e., he did not register *ICCL* as a derivative work of  
7 *TTT: Understanding*, which in fact it was). RODRIGUEZ thereupon entered into  
8 a publishing contract with KENDALL HUNT for *ICCL*, under which KENDALL  
9 HUNT was assigned the exclusive rights to, *inter alia*, reproduce, distribute, and  
10 prepare derivative works of *ICCL*.

11 29. Like *TTT: Interpersonal*, *ICCL* has 12 chapters. Although they have  
12 been rearranged, and in some cases retitled, the 12 chapters comprising *ICCL* are  
13 identical in substance to the 12 chapters of *TTT: Interpersonal*.

14 30. While the two chapters in *TTT: Interpersonal* that were contributed  
15 by RODRIGUEZ were reproduced verbatim in *ICCL* (there being no danger that  
16 RODRIGUEZ would sue himself for infringement), the ten chapters that derived  
17 from *TTT: Understanding* (i.e., the ones that Plaintiff created) were superficially  
18 rewritten, in a transparent but unsuccessful attempt to disguise their origin.

19 31. That the vast majority of *ICCL* was wrongfully copied from *TTT:*  
20 *Understanding* (and its derivative work *TTT: Interpersonal*) becomes  
21 overwhelmingly clear when the two works are compared side by side in their  
22 entirety—sentence by sentence, paragraph by paragraph and chapter by chapter.

23 32. Initially, one of the most striking aspects of the similarity between  
24 the two works consists of the “Learning Objectives” and “Chapter Outline” that  
25 are provided together at the beginning of each chapter in both works.

26 33. For example, reproduced below from the paperback volume of *TTT:*  
27 *Understanding* are the “Learning Objectives” and “Chapter Outline” for Chapter  
28 1, entitled *What Is Interpersonal Communication and How Do We Study It?*:



# Chapter 1

## What Is Interpersonal Communication and How Do We Study It?

### Learning Objectives:

After studying this chapter, students should be able to:

1. Describe the areas of study in the field of communication.
2. Define interpersonal communication and compare and contrast it with impersonal communication.
3. Explain the characteristics and principles of interpersonal communication.
4. Explain the components and models we use to describe the process of interpersonal communication.
5. Describe different methods through which social science research is conducted.
6. Explain why it is useful to study interpersonal communication.
7. Understand what is meant by communication competence and assess where they are in this process.
8. Create realistic expectations for what can be achieved by taking a course in interpersonal communication.

### Chapter Outline:

Chapter Introduction

What Does It Mean To Study "Communication"?

Defining Communication

Areas of Study in the Field of Communication

What Is Interpersonal Communication?

Distinguishing Interpersonal from Impersonal Communication

Characteristics of an Interpersonal Relationship

Interdependence

Relational Maintenance

Rules of Behavior

Principles of Interpersonal Communication

Interpersonal Communication is Inescapable

Interpersonal Communication is Irreversible

Interpersonal Communication is Unrepeatable

How Do Communication Scholars Research/Study Interpersonal Communication?

Components of the Interpersonal Process

Models for Understanding Interpersonal Communication

What Methods are used to Study How People Communicate?

How Do Communication Scholars Make Conclusions?

Why Is It Important To Learn About Interpersonal Communication?

Interpersonal Communication Helps Us Meet Fundamental Human Needs

Understanding Interpersonal Communication Can Improve Physical and Emotional Health

Learning About Interpersonal Communication Can Help Us Understand and Improve Family Dynamics

Understanding Interpersonal Communication Can Improve Romantic Relationships

Understanding Interpersonal Communication Can Improve Relationships with Colleagues

Learning About Interpersonal Communication Can Help Create Rewarding Friendships

How Can You Improve Your Own Interpersonal Communication?

How Much Can You Control?

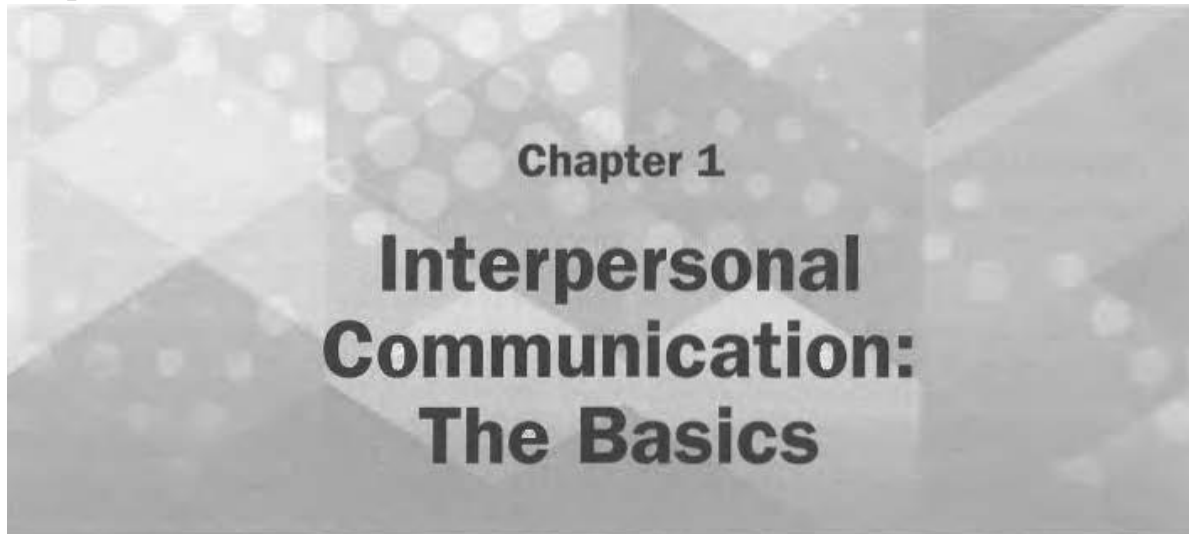
How Does One Achieve Communication Competence?

A Model of the Process of Communication Competence

What Should I Expect?

Chapter Summary

34. Here are the “Learning Objectives” and “Chapter Outline” for Chapter 1 of *ICCL*, which is entitled *Interpersonal Communication: The Basics*:



### Learning Objectives

- |  |   |
|--|---|
| 1. Define interpersonal and impersonal communication.                            | 5. Discuss the methods for studying interpersonal communication.                  |
| 2. Describe communication as a field of study.                                   | 6. Explain why we study interpersonal communication.                              |
| 3. Understand the characteristics and principles of interpersonal communication. | 7. Understand the concept of communication competence.                            |
| 4. Explain the components and models of interpersonal communication.             | 8. Cultivate realistic expectations as a competent communicator in relationships. |

### Chapter Outline

Chapter Introduction	Helping Us Understand and Improve Family Dynamics
Communication: A Working Definition	Improving Romantic Relationships
Communication: An Area of Study	Improving Relationships at Work
Interpersonal and Impersonal Communication: The Differences	Cultivating Rewarding Friendships
Characteristics of Interpersonal Relationships	Interpersonal Communication as a Process
Interdependence	Interpersonal Communication Models
Maintenance	Methods for Studying Communication
Rules	Arriving at Conclusions: Using Communication Research
Interpersonal Communication Principles	Improving Interpersonal Communication
Inescapable	Control: What Can You Expect?
Irreversible	Communication Competence
Unrepeatable	Communication Competence: A Model
Learning About Interpersonal Communication	Realistic Expectations About Competence
Helping Us Meet Primary Human Needs	Chapter Summary
Improving Physical and Emotional Health	

35. Similarly, below are the “Learning Objectives” and “Chapter Outline” for Chapter 2 of *TTT: Understanding*, entitled *Verbal Communication*:

## Chapter 2 Verbal Communication

### Learning Objectives:

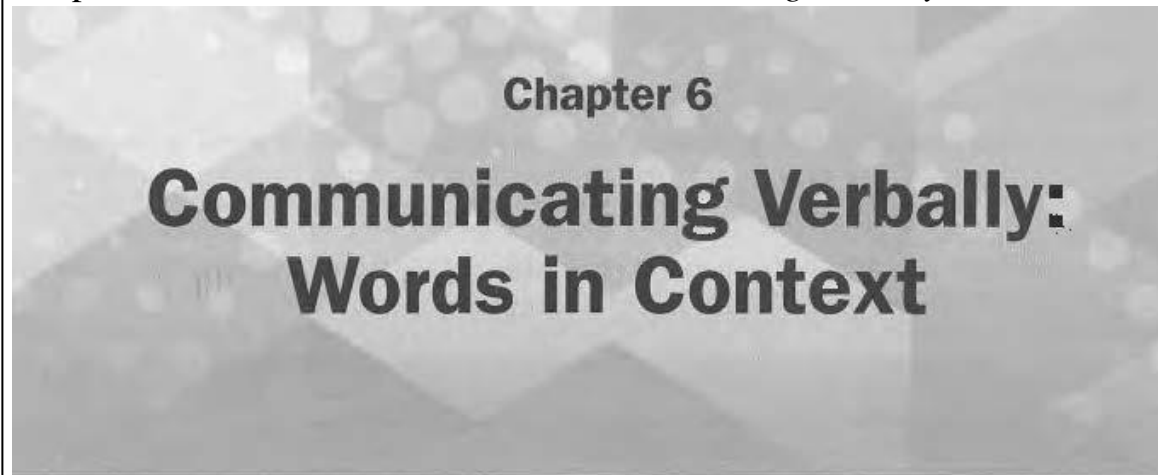
After studying this chapter, students should be able to:

1. Explain the arbitrary nature of words.
2. Explain why words are powerful.
3. Explain why words are inherently unclear and why shared meaning is so difficult to achieve through verbal communication.
4. Explain how we use words to communicate identity.
5. Describe the contexts that affect the meanings of words, including time, culture, and gender.

### Chapter Outline:

Chapter Introduction  
 Words are Arbitrary Symbols  
     The Triangle of Meaning  
 Words are Powerful  
     Sapir-Whorf Hypothesis  
 Words Carry Content and Relational Meaning  
 Words Have Rules  
     Rules for Beginning and Ending Conversations  
     Rules for Maintaining Conversations  
     The Principle of Turn-taking  
     The Principle of Dialogue  
     The Principle of Cooperation  
 Words Range in Clarity  
     Vague Language  
     Language Mistakes  
     Multiple Meanings  
     Careful Language  
 Words Communicate Identity  
     Jargon  
     Slang  
 Words are Contextual  
     Historical Context of Language  
     Gender and Language  
         Masculine Speech  
         Feminine Speech  
     Cultural Context and Language  
         High Context Communication  
         Low Context Communication  
 Chapter Summary

36. Here are the “Learning Objectives” and “Chapter Outline” for Chapter 6 of *ICCL*, which is entitled *Communicating Verbally: Words in Context*:



### **Learning Objectives**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Describe the subjective and symbolic features of words.</li> <li>2. Understand how words can be powerful communication tools.</li> <li>3. Explain why misunderstandings are common and the challenges of co-creating meaning effectively.</li> </ol> | <ol style="list-style-type: none"> <li>4. Discuss how individuals communicate identity through verbal messages.</li> <li>5. Examine how the process of creating meaning is contextual or situational.</li> </ol> |
|--|--|

### **Chapter Outline**

Chapter Introduction	The Clarity of Words
The Subjective and Symbolic Nature of Words	Using Vague Language
Understanding the Triangle of Meaning	Using Language Incorrectly
The Power of Words	Creating Meaning in Numerous Ways
The Sapir-Whorf Hypothesis	Using Language Cautiously
The Content and Relational Meaning of Words	Communicating Identity by Using Words
Rule-governed Properties of Words	The Use of Jargon
Beginning and Ending Conversations:	The Use of Slang
Some Common Rules	The Contextual Features of Words
Maintaining Conversations	The Context of History
The Principle of Turn-taking	Understanding Language and Gender
The Principle of Dialogue	Features of Masculine Speech
The Principle of Cooperation	Features of Feminine Speech
	Understanding Language and Culture
	Chapter Summary



1        37.        However, the organization and the section and topic headings are not  
2 the only things that RODRIGUEZ misappropriated from *TTT: Understanding*  
3 when he created *ICCL*. He copied the text of *TTT: Understanding* as well. While  
4 space limitations prohibit setting out in full all of the close similarities in  
5 expression between *TTT: Understanding* and *ICCL*, representative examples from  
6 each of the ten chapters in *TTT: Understanding* are provided in Exhibit “F.”

7        38.        Equally powerful evidence of deliberate copying is contained in the  
8 footnotes to the two works. *ICCL* copies dozens of footnotes verbatim from *TTT:*  
9 *Understanding*, and a substantial number of these footnotes contain *identical*  
10 *typos and minor inaccuracies*. This would be impossible if *ICCL* were truly  
11 RODRIGUEZ’s original work, and he had created his own footnotes.

12        39.        In or about August of 2019, RODRIGUEZ registered a second  
13 edition of *ICCL* with the Copyright Office, identifying it as a derivative work of  
14 the first edition of *ICCL*. As with the first edition, KENDALL HUNT owns the  
15 exclusive rights of reproduction, distribution, and derivative work creation in  
16 connection with the second edition of *ICCL*. (The text used in the side-by-side  
17 comparisons shown in Exhibit “F” was taken from the first edition of *ICCL*.)

18        40.        Plaintiff first learned of the existence of *ICCL* in or about December  
19 of 2020, when she received an e-mail from a KENDALL HUNT sales  
20 representative inquiring whether she might want to use the second edition of *ICCL*  
21 in her classes. Plaintiff recognized RODRIGUEZ’s name from her dispute with  
22 NSSP in 2012, whereupon she obtained a copy of *ICCL* and determined that ten of  
23 its 12 chapters were thinly-disguised reworkings of the ten chapters of *TTT:*  
24 *Understanding*, as described above.

25        41.        Upon realizing that *ICCL* amounted to a devious theft of her  
26 protected intellectual property, Plaintiff retained counsel to contact KENDALL  
27 HUNT and notify it that *ICCL* violated her copyrights in *TTT: Understanding* and  
28 *ICNR*. Plaintiff’s counsel (a) advised KENDALL HUNT’s counsel that

1 RODRIGUEZ obtained access to *TTT: Understanding* when he contracted with  
2 NSSP as “author for hire” for that work in around 2011, (b) provided KENDALL  
3 HUNT’s counsel with Plaintiff’s copyright registration for *TTT: Understanding*,  
4 and (c) further provided him with multiple examples of *ICCL*’s “substantial  
5 similarity” to Plaintiff’s copyrighted expression in *TTT: Understanding*.

6 42. Throughout 2021 and early 2022, counsel for Plaintiff engaged in  
7 discussions with counsel for KENDALL HUNT and counsel for RODRIGUEZ in  
8 an attempt to redress her rights as copyright owner under the Copyright Act, but  
9 no resolution was reached, necessitating the filing of this Complaint.

10 43. On information and belief, despite being informed of Plaintiff’s  
11 claims and the overwhelming evidence of copying, Defendants have continued to  
12 publish, reproduce, market and sell the second edition of *ICCL*.

13 44. On or about January 31, 2022, RODRIGUEZ filed in this Court a  
14 complaint against Plaintiff for declaratory relief and damages that sought, *inter*  
15 *alia*, a declaratory judgment of non-infringement with respect to *ICCL*.  
16 (*Rodriguez v. Hutchinson*, Case No. 2:22-cv-00683-SK.) The complaint alleged  
17 that as a result of Plaintiff’s purportedly false allegations that *ICCL* infringed on  
18 *TTT: Understanding*, KENDALL HUNT had ceased making royalty payments to  
19 RODRIGUEZ under their publishing contract. Notably, the complaint did **not**  
20 allege that *ICCL* was RODRIGUEZ’s original work. Nor did the complaint deny  
21 (i) that RODRIGUEZ had access to *TTT: Understanding* when he created *ICCL*,  
22 (ii) that *ICCL* was and is substantially similar to *TTT: Understanding*, or (iii) that  
23 RODRIGUEZ copied from *TTT: Understanding* when he created *ICCL*. A copy of  
24 RODRIGUEZ’s complaint is attached as Exhibit “F.”

25 45. Plaintiff did not withdraw her allegations of infringement in response  
26 to RODRIGUEZ’s complaint.

27 46. On or about March 28, 2022, before Plaintiff filed an answer or  
28 counterclaims, RODRIGUEZ dismissed his complaint.



**FIRST CLAIM FOR RELIEF**

**(Copyright Infringement Against All Defendants)**

47. Plaintiff realleges and incorporates by reference each and every allegation in Paragraphs 1 through 46 hereof, as if fully set forth herein.

48. At all times relevant, Plaintiff has owned valid, independent registered copyrights in *TTT: Understanding* and in *ICNR* (said copyrights are hereinafter referred to as the “Registered Copyrights”).

49. The brazen and calculated nature of the “copying by paraphrasing” scheme carried out by RODRIGUEZ is described perfectly by the court’s opinion in *Consol. Music Pub., Inc. v. Hansen Publications*, 339 F. Supp. 1161, 1165 (S.D.N.Y. 1972):

The minor changes, additions and paraphrases expose rather than conceal the plagiarism; they emphasize the deliberateness of the copier's action. The instances of similarity of language are so numerous that defendant's claim they are merely the incidental use of common descriptive terms of instruction challenges common experience.

50. Defendants’ conduct as alleged herein, including but not limited to their publication, reproduction and sale of the first and second editions of *ICCL*, constitutes willful infringement of the Registered Copyrights.

51. As a result of Defendants’ willful infringement of the Registered Copyrights as alleged herein, Plaintiff has been damaged in amount to be determined at trial.

52. As a result of Defendants’ willful infringement of the Registered Copyrights as alleged herein, Plaintiff is entitled to recover Defendants’ profits to the extent they are not included as part of Plaintiff’s damages.

53. In the alternative, at the election of Plaintiff, Plaintiff is entitled to recover from Defendants statutory damages of up to \$150,000.00 for each of the two Registered Copyrights that Defendants have willfully infringed as a result of their wrongful conduct, pursuant to 17 U.S.C. § 504(c)(2).

1        54. As a result of Defendants' willful infringement of the Registered  
2 Copyrights as alleged herein, Plaintiff is further entitled to recover her costs  
3 and attorneys' fees, pursuant to 17 U.S.C. § 505.

4                    **SECOND CLAIM FOR RELIEF**

5                    **(Contributory Copyright Infringement Against All Defendants)**

6        55. Plaintiff realleges and incorporates by reference each and every  
7 allegation in Paragraphs 1 through 54 hereof, as if fully set forth herein.

8        56. Prior to the filing of this Complaint, Defendants, and each of  
9 them, knew that the publication and distribution of *ICCL* constituted direct  
10 infringement of the Registered Copyrights.

11        57. Prior to the filing of this Complaint, Defendants induced, caused,  
12 or materially contributed to the acts comprising direct infringement of the  
13 Registered Copyrights, entitling Plaintiff to the same relief against Defendants  
14 sought in the First Claim for Relief.

15                    **THIRD CLAIM FOR RELIEF**

16                    **(Vicarious Copyright Infringement Against All Defendants)**

17        58. Plaintiff realleges and incorporates by reference each and every  
18 allegation in Paragraphs 1 through 54 hereof, as if fully set forth herein.

19        59. Prior to the filing of this Complaint, Defendants, and each of  
20 them, had the right and ability to control or supervise the infringing activity of  
21 the Defendants whose actions infringed on the Registered Copyrights.

22        60. Prior to the filing of this Complaint, Defendants had a direct  
23 financial interest in the infringing activity of the Defendants whose actions  
24 infringed on the Registered Copyrights, entitling Plaintiff to the same relief  
25 Against Defendants sought in the First Claim for Relief.

26                    **PRAYER**

27                    WHEREFORE, Plaintiff respectfully requests that this Court make findings  
28 and issue orders and judgment as follows:

/ s / James P. Griffith

## COMPLAINT